

1092

Contract Between
Colts Neck Township
Board of Education

and

Colts Neck Township
Education Association

Effective
July 1, 1993 through June 30, 1996

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ARTICLE IRECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Education Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as all regularly employed salaried and certificated personnel, excluding administrators.

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee" when used herein shall refer to a member or members of the Bargaining Unit as defined above, male and female. In addition, masculine pronouns will be understood to apply equally to female employees.

C. Hereinafter, it is understood that the Colts Neck Township Board of Education may be referred to as "The Board," and the Colts Neck Township Education Association may be referred to as "The Association."

ARTICLE IINEGOTIATION OF SUCCESSOR CONTRACTA. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in accordance with Title 34:13A-1 through 13A-13, in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment.

Any contract so negotiated shall apply to all employees, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

B. Modification

This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. The contract shall be contingent upon the continuation in force of a non-coercion policy by the Board of Education for curriculum revision, home instruction and those extracurricular and club activities not listed in the contract.

ARTICLE IIIGRIEVANCE PROCEDURE**A. Definition**

1. A "Grievance" shall mean a complaint by an employee as defined in Article 1.
2. An "aggrieved party" is the person, persons, or the association making the complaint.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Procedure

1. A grievance to be considered under this procedure must be initiated by the aggrieved party within 30 calendar days of its occurrence. If a grievable situation occurs during the time school is not in session during the summer, the time period shall commence with the first day that school reconvenes in September.
2. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his option, the Association.
5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.
8. In the event a grievance is filed at such time it can not be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party to the grievance, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
9. No reprisals of any kind shall be taken by the Board, any member of the Administration, or by any member of the Association against any party to the grievance by reason of his participation in the grievance procedure.

C. Implementation

1. A party with a grievance shall first discuss it with the principal or immediate supervisor except when covered by C3 below, either directly or through the Association, with the objective of resolving the matter informally.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within five school days, he shall set forth his grievance to the principal or immediate supervisor in writing specifying:
 - a. the nature of the grievance
 - b. the nature and extent of the injury, loss, or inconvenience
 - c. the interpretation of previous discussions
 - d. the dissatisfactions with decisions previously rendered
 - e. the specific remedy sought, where feasible

The formal grievance procedure shall begin with this notice.

The principal shall communicate his decision to the aggrieved party in writing within five school days of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his immediate supervisor at the time of its initiation. The final determination to allow circumvention of the principal or immediate supervisor will be at the sole discretion of the superintendent.

The superintendent's decision will be rendered in writing to the grievant and his principal or immediate supervisor within five school days following his receipt of the written grievance.

4. The aggrieved party, no later than five school days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in duplicate, reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The superintendent will forward one copy of the appeal to the President of the Association. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The superintendent shall communicate his decision in writing to the aggrieved party, the principal, and the President of the Association.
5. If the grievance is not resolved to the aggrieved party's satisfaction he may request, no later than five school days after receipt of the superintendent's decision, a review by the Board. The request shall be submitted in writing through the superintendent of schools who shall attach papers only related to the grievance and forward the request to the Board within five school days of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty calendar days of receipt of the grievance by the Board.

6. If the aggrieved party is dissatisfied with the decision of the Board, he may request in writing within ten school days that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten school days after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen school days after receipt of the aggrieved party's request.

The following grievances shall not be deemed arbitrable:

- a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education.
- b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone.
- c. a complaint of a non-tenured teacher which arises by reason of his not being reemployed.
- d. a complaint by any teacher occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required.

D. Arbitration Procedure

1. A request for an arbitrator may be made by either party to the grievance to the American Arbitration Association. The parties agree to be bound by the rules of the American Arbitration Association.
2. The arbitrator shall limit himself to the issues submitted to him. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.
3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.
 - a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.
 - b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes

and regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance will bear the total costs incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
3. An employee who voluntarily attends an arbitration proceeding (i.e. his presence is not required by the arbitrator) and, because of this attendance is unable to perform his duties, will have the cost of the substitute deducted from his pay.

ARTICLE IVTEACHER RIGHTS AND RESPONSIBILITIES

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in and out" by hours and minutes. Every teacher shall indicate his presence for duty and departure from duty, by initialling the appropriate column of the faculty "sign-in" roster at the time of his arrival and at the time of his departure.
- B. Every teacher shall have a scheduled duty free lunch period of not less than 45 consecutive minutes. In addition, the Board shall, within the hours during which the students are scheduled in school, provide teachers with a daily preparation time. This time shall not be less than 15 consecutive minutes in any day, with a minimum of 15 consecutive minutes guaranteed on shortened session days, and not less than 150 minutes within any 5-day cycle. Teachers shall not be assigned any other duties during this time, except during an emergency. Teachers will be assigned by the administration as required to implement this provision. The provision of professional time will be implemented by the 10th day of school except where extraordinary conditions exist. In no case will implementation be later than October 1st.
- C. Teachers shall be in school 7 hours daily.
- D. Criticism of a teacher or his instructional methodology by a supervisor, administrator, or Board member shall be made in confidence and not in public forum.

Criticism by a teacher of the administration or the Board shall be made in confidence and not in public forum.

- E. No teacher shall be dismissed or reduced in compensation if he is under tenure of office, position or employment during good behavior and efficiency in the school system, except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after a hearing held pursuant to law after written charges of the cause or complaint shall have been preferred against such person, signed by the person making the same provided that nothing in this Article shall prevent the reduction of the number of persons holding such offices, positions, or employment under the conditions provided by New Jersey's law.

- F. No teacher shall be reprimanded or disciplined without just cause.
- G. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual employee job performance, prior tenured employees who are certified for a position, when that type of position becomes available, shall be specifically notified in accordance with law. In the case of non-tenured employees, notification shall be limited to the school year immediately following reduction in force.

The employee shall notify the administration of his/her interest in the position within one week from the date of notification.

ARTICLE VASSOCIATION RIGHTS AND RESPONSIBILITIESA. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for meetings, providing the desired facility is not otherwise in use, and prior approval of the building principal is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use.

C. Mail Facilities and Mailboxes

The Association shall have the right to use interschool mail facilities and school mailboxes as it deems necessary and without the approval of building principals or other administrative personnel.

D. Up to an aggregate of six (6) person days shall be allowed for staff representatives of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct urgent Association business. This released time will be granted, as required for the occasions stipulated, during the period of September 1st through June 30th, upon prior notification to the building principal of the impending absence.

The person(s) utilizing the released time shall be chosen by the Association President or his designated representative. The Board or its representative shall not deny such leave when requested under this section.

ARTICLE VISCHOOL CALENDAR/TEACHER WORK YEAR

A. The school calendar will consist of 183 teacher days.

The final determination of the precise school calendar will be the responsibility of the Board of Education; however, the Superintendent will meet with the Executive Board of the Association in order to receive information of concern to the membership in reaching the final determination.

B. Two evening conferences may be scheduled annually with a two hour and fifteen minute (2:15) maximum for each evening conference. The day on which evening conferences are held shall be a shortened session day.

C. The Association agrees to work seven (7) extended days without additional remuneration during each school year, in addition to the existing monthly faculty meeting. These extended days shall be no more than one per month, 90 minutes in length and shall commence no later than 10 minutes after the students are dismissed.

ARTICLE VIIFAIR DISMISSAL PROCEDURE

On or before April 30th of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 1st either;

1. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law, or
2. A verbal notification by the Superintendent or, in his absence, by Board designee, five (5) working days before the regular Board meeting to consider contracts that the Board does not intend to offer such employment and requesting the teacher to exercise one of the following options:
 - (A) To receive a written notice from the Board that such employment shall not be offered, or
 - (B) To submit a letter of resignation
 - (C) A non-tenured teacher who has been given notice of non-renewal of his contract may, if he so requests, be given reasons therefore an opportunity, if desired, to discuss the matter informally with the Board or a committee thereof. A complaint of a non-tenured teacher which arises by reason of his not being reemployed is not subject to the grievance procedure.

ARTICLE VIIITEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to check the general reason for taking leave on the appropriate form. Unused leave under this section will convert to accumulated sick leave at the end of each contract year.
2. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system if the employee is required by law to attend.
3. a. In the case of the death of a member of the immediate family (spouse, parents, children, grandchildren, siblings, grandparents, and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence, up to five (5) days total annually.

Up to three (3) days total annually in the event of death of other family members not residing in the household of the employed.

Additional leave for death may be granted upon approval of the superintendent.

- b. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, siblings, grandparents, and corresponding in-laws), wherever domiciled, or any relative domiciled in the employee's residence. An explanation of the illness shall be provided on the leave form for informational purposes only. No Family Illness day may be denied.

Additional leave for serious illness may be granted upon approval of the superintendent.

4. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to ten (10) days accumulative sick leave to which each full-time employee is entitled. Part-time employees' sick leave shall be prorated.
- C. When, in the judgment of the Board of Education there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the employee, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.
- D. For the purposes of this Article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee.
- E. Professional Day/School Business Day
 1. A professional day is to be defined as a day requested by the teacher and approved by the immediate supervisor and superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.
 2. A school business day is to be defined as a day on which the administration requests a teacher to attend any of the above activities outside of the district. It is non-chargeable to any other leave under this Article.
 3. Attendance at meetings by teachers within the district will be considered no different than a regular school day.

ARTICLE IXEXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such or similar programs, or accepts a Fulbright scholarship.
- B. A teacher shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. In the event of maternity or paternity, employees shall be granted a child rearing leave without pay upon meeting and subject to the following conditions:
 1. Maternity and adoption leave notice must be submitted ninety (90) days prior to the onset of the leave. If within such ninety (90) days notice, or within two (2) weeks after the commencement of said leave, the birth is unsuccessful, the leave will be waived upon the request of the applicant.
 2. The employee may receive, upon written request, a child rearing leave of absence without pay for a specified period of time.
 3. Relative to child bearing, should an employee elect to continue work, the employee may do so until:
 - a. The Board's physician and the employee's physician agree that she is medically unable to continue working, or
 - b. provided there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive. The cost of the third physician's examination shall be borne by the Board.
 4. The leave must extend to a date not earlier than the beginning of the first subsequent contract year nor end later than the beginning of the second subsequent contract year. In order to receive an offer of reemployment, the employee must notify the Superintendent in writing on, or within one month prior to March 1st, of his/her intent to return to

employment in the district the subsequent July 1st or September 1st.

5. Following submittal of the March 1st notice, the employee will be made an offer of employment in writing, at a salary not less than that in the contract in force at the time of the leave request and for an employment period not less in time per week than that in the said contract.

D. Any employee adopting a child may receive leave without pay in the same fashion as child rearing leave under Section C upon meeting the following conditions:

1. The adoption leave notice must be submitted ninety (90) days prior to the onset of the leave. If within such ninety (90) days notice, or within two (2) weeks after the commencement of said leave, the adoption is unsuccessful, the leave will be waived upon the request of the applicant.
2. The employee may receive, upon written request, a leave of absence to care for the adopted child without pay for a specified period of time.
3. The leave must extend to a date not earlier than the beginning of the first subsequent contract year nor end later than the beginning of the second subsequent contract year. In order to receive an offer of reemployment, the employee must notify the Superintendent in writing on, or within one month prior to, March 1st, of his intent to return to employment in the district the subsequent July 1st or September 1st.
4. Following submittal of the March 1st notice, the employee will be made an offer of employment in writing, at a salary not less than that in the contract in force at the time of the leave request and for an employment period not less in time per week than that in the said contract.
5. The agreed upon beginning and ending dates of the leave period will be considered binding upon both the employee and the Board except that, in the event of unforeseen circumstances, if both parties consent to changing the agreed upon leave period, the said leave period may be modified.

E. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. Other leaves of absence without pay may be granted by the Board for good reason.

- G. 1. Upon return from leave granted pursuant to Section A and B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements of acquiring tenure. An employee shall not receive increment credit for time spent on leave granted pursuant to Section C, D, E and/or F of this Article nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- 2. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.

- H. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.
- I. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck School system to benefit. Application for these leaves should be made to the Superintendent no later than 30 days prior to the commencement of the leave period.

ARTICLE XACCUMULATED SICK LEAVE

Following ten (10) years of teaching in Colts Neck, upon retirement, the retiring teacher shall be compensated for accumulated sick leave under the following conditions:

- A. If written notice is submitted prior to December 31st of the school year in which the retirement will occur, payment will be made during July following the close of the school year.
- B. If notification of the intent to retire is not made prior to December 31st of the school year in which the retirement will occur, payment will be made during July following the school year.
- C. The person retiring will receive: \$

Up to 10 years - \$6,200	DAYS	
	1-50	\$45/day
	51-100	\$55/day
	101-120	\$60/day
Up to 15 years - \$12,400	1-50	
	51-100	\$90/day
	101-120	\$110/day
Up to 20 years - \$15,500	1-50	
	51-100	\$137.50/day
	101-120	\$150/day
Up to 25 years - \$18,600	1-50	
	51-100	\$135/day
	101-120	\$165/day
Over 25 years - \$21,700	1-50	
	51-100	\$180/day
	101-120	\$210/day

D. Should the Board adopt by Resolution the provisions of P.L. 1993, Chapter 163, then and in that event, the provisions of Paragraph C herein shall be suspended for the 1993-94 school year, with the exception of those buyout provisions which provide for a maximum of \$6,200 for up to ten (10) years of service. For the ensuing school years, 1994-95 and 1995-96, the total provisions of paragraph C herein will be reinstated. For a 1993-94 school year payment to be made pursuant to this Article, in a timely fashion during the calendar year 1993, written notice of retirement shall be submitted prior to July 31, 1993.

ARTICLE XITUITION

A. All teachers, regardless of service time in Colts Neck, with the exception of B outlined below, shall receive reimbursement for the validated tuition costs of graduate courses. Reimbursement shall be based upon the following:

- 1) The application for reimbursement for graduate tuition shall be approved, prior to the commencement of the graduate course, by the Superintendent.
- 2) Graduate credits may be earned at any accredited institution.
- 3) The current Rutgers University tuition rate per graduate credit shall be utilized for reimbursement.
- 4) The maximum amount of reimbursement per individual teaching staff member shall not exceed the cost of nine (9) graduate credits at the current Rutgers University rate during each contract year.
- 5) The tuition reimbursement rate shall be adjusted whenever Rutgers University increases its cost per graduate credit.
- 6) Reimbursement will be provided by the Board for no more than six (6) credits per:
 - a) Semester
 - b) Intercession
 - c) Summer
- 7) There will be a district cap of \$12,500 for tuition reimbursement during each contract year.

B. Teachers in their first year of teaching would be eligible for tuition reimbursement only for courses taken during the summer following the original contract year.

C. The dismissal or resignation of a teacher would automatically disqualify the teacher from reimbursement for any course taken after the official termination of the contract.

D. The tuition reimbursement year would extend from July 1st through June 30th of the contract year.

E. Reimbursement of expenses incurred for attendance at non-credit courses such as workshops or seminars shall be made upon recommendation of the Superintendent and approval of the Board of Education. Upon completion of fifteen (15) hours under this section, outside of the school day, the teacher shall receive one (1) credit to be applied toward advanced placement on the salary guide.

ARTICLE XIISALARY GUIDE PLACEMENT

Placement on the salary guide at each degree and/or credit level shall be based on the designee(s) or credits attained as awarded by the college or university in question, provided that the college or university is recognized by the New Jersey Department of Education for purposes of teacher certification and subject to approval by the Board.

Placement on salary guide differential levels shall be determined subject to the following conditions:

- A. Bachelors:
Encompasses all undergraduate credits acquired prior to awarding of the B.A. or B.S.
- B. Bachelors + 30:
Encompasses the B.A. or B.S. degree plus 30 graduate credits.
- C. Masters:
Encompasses acquisition of the masters degree and all credits earned prior to that acquisition.
- D. Masters + 30:
Encompasses the M.A. or M.S. degree plus 30 graduate credits acquired after the M.A. or M.S. was earned.
- E. Masters + 60:
Encompasses the M.A. or M.S. degree plus 60 graduate credits acquired after the original M.A. or M.S. was awarded.
- F. Doctoral:
Encompasses acquisition of a Ph.D or Ed.D and all credits earned prior to that acquisition.

Whether or not the Board has reimbursed the tuition costs for any course shall not be a factor controlling placement on the salary scale.

The terms hereinabove shall become effective on July 1, 1984, and shall apply to all present and future employees. Placement on the salary guide for any presently employed teachers which is approved by the Board prior to July 1, 1984, shall be honored regardless of whether or not said placement is consistent with the above conditions.

The Board shall accept, in lieu of graduate credits, 100% of any undergraduate credits earned since the awarding of the B.S. or B.A., and prior to July 1, 1984. This exemption shall exist for all employees, including those on approved leaves of absence, who are on staff as of June 30, 1984.

The Board shall also accept, for credit toward M.S. + 30 or M.S. + 60, all credits attained prior to July 1, 1984, and prior to or subsequent to the awarding of the M.S. This exemption shall exist for all employees, including those on approved leaves of absence, who are on staff as of June 30, 1984.

ARTICLE XIIIINSURANCE

A. Health insurance will be provided for all employees who are covered by the Board of Education on the date on which insurance terms of this Agreement have been renegotiated. Premiums for such coverage shall be paid by the Board of Education on the following schedule:

UNMARRIED EMPLOYEES

Coverage by Connecticut General Insurance Company, which shall be substantially equivalent to the former State Health Benefits Plan coverage, including Blue Cross, Blue Shield, Rider J and Major Medical for the employee. Maternity benefits are included.

MARRIED EMPLOYEES

Coverage by Connecticut General Insurance Company which shall be substantially equivalent to the former State Health Benefits Plan coverage, including Blue Cross, Blue Shield, Major Medical and Rider J for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

It is specifically understood and agreed between the parties that although the Board of Education may provide coverage benefits to the employees which exceed the coverage provided under the present State Health Benefits Plan, the Board of Education shall not be obligated to provide coverage benefits which exceed the present level of coverage provided to employees under the state Health Benefits Plan.

B. Mandatory Second Opinion Surgery and Preadmission Certification/Continued Stay Review

1. The health insurance plan herein available to employees through the Connecticut General Insurance Company shall provide for mandatory second opinion surgery, a pre-admission certification in non-emergency cases, and continued stay review in accordance with the practices governing the foregoing as established by the Connecticut General Insurance Company.

C. New Employees

1. The Board shall provide to teachers employed after September 1, 1993, single only coverage. These employees shall have the right to purchase dependent coverage. Upon completion of three years of employment in the Colts Neck Township school district, the Board shall provide to said teachers insurance coverage in accordance with the then current contract provisions.

D. Retirees

1. All retired employees with less than 25 years of service will be eligible to participate in the health insurance plan provided by the Board of Education for employees. All costs of the plan for the retiree will be paid for by the retiree. It is anticipated that the retiree will make payments in a timely manner as specified by the Board Secretary.
2. All retired employees will be eligible to participate in the group dental plan provided by the Board of Education for employees. All premiums will be paid for by the retiree. It is anticipated that the retiree will make payments in a timely manner as specified by the Board Secretary.

E. The Board shall pay in full the premium cost of enrollment in the Connecticut General dental insurance plan. Coverage shall be substantially equivalent to the benefits provided to employees under the Delta Dental Plan of New Jersey at the present time.

F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the teaching effort up to \$500 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

ARTICLE XIVDEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its employees dues for the Colts Neck Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Colts Neck Township Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Township Education Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in the form set forth below:

AUTHORIZATION

Name _____ S.S. # _____

School Building _____ District _____

To: Disbursing Officer, Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Colts Neck Township Education Association to receive dues and distribute according to the organization(s) indicated:

Colts Neck Township Education Association	\$ _____
Monmouth County Education Association	\$ _____
New Jersey Education Association	\$ _____
National Education Association	\$ _____

2. The Colts Neck Township Education Association shall certify to the Board in writing, the current rate of the above membership dues.
3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.

B. Other legal deductions from employees' salaries for local, state and/or national association services and programs may be made, subject to Board approval. The Board shall promptly transmit the deducted monies to the designated association or associations.

C. Agency Shop

In accordance with Chapter 477 P.L. 1979, amendments to C.123, the Board hereby agrees to deduct a fee from bargaining unit members who are not members of the Colts Neck Township Education Association.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

In accordance with the provisions of Chapter 477 and unless otherwise provided in this Agreement, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

No legal rights or prerogatives may be denied or circumvented by the foregoing statement.

E. The Board of Education shall provide a payroll deduction for the purpose of IRA

contributions. A payroll deducted IRA shall be established with Central Jersey Bank and Trust Company.

ARTICLE XV
DURATION OF CONTRACT

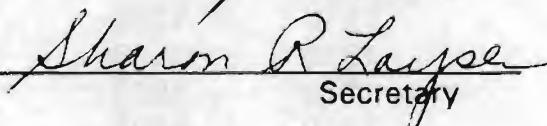
This contract shall be effective as of July 1, 1993, and shall continue in effect until June 30, 1996. The contract will remain in full force and effect for the full period of three (3) years and its terms will not be renegotiated during said period.

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

By:

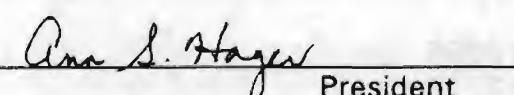

President

By:


Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By:


President

By:


Secretary

ARTICLE XVI

SALARIES AND BENEFITS

A. Stipends

1. These positions are to be considered as after school activities:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
Basketball	\$1970	\$2080	\$2195
Baseball	1970	2080	2195
Softball	1970	2080	2195
Soccer	1970	2080	2195
Cheerleading	1665	1760	1860
Yearbook	1510	1595	1685
Newspaper	1510	1595	1685
Show	1510	1595	1685
Student Council	1510	1595	1685

2. Learning Consultant, School Social Worker and School Psychologist are to be paid stipend to compensate them for before and after school conferences with parents:

1993-94 - \$2095
 1994-95 - \$2210
 1995-96 - \$2335

3. Curriculum Development/Revision Committee

It is understood that clear guidelines will be established as to the committee's function, specific tasks and time frame.

<u>1993-96</u>	<u>1993-96</u>
Compensation	\$21 per hour

4. Home Instruction/Translation Services

- a. Teachers providing home instruction shall be compensated at \$21 per hour for 1993-96.
- b. Translation services shall be paid at the same rate as 4.a.

5. Kindergarten teachers shall be compensated at \$75. per teacher for summer kindergarten orientation. Length of orientation shall not exceed three and one-half (3-1/2) hours. If orientation is held during the regular school year during regular contract hours, there shall be no compensation.
6. Chaperoning of trips - To include Peers In Action, 5th Grade Environmental Science, 8th grade Washington, D. C. trip, Hershey Park Band trip and any other board approved overnight trips with students shall be compensated as follows:

1993-96

\$110/night

B. Salaries

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments from September through June. Those wishing summer pay will have ten percent (10%) of their gross monthly salary deducted each month from September through June. Teachers selecting this option shall receive four (4) equal payments payable during July and August. Payments shall be made on the 15th and 30th of each month. Teachers selecting the ten (10) month option shall receive their final checks on the last working day in June.
2. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be deposited in the Mon-Oc Federal Teachers Credit Union prior to the 15th and 30th of the month, according to Federal instructions. No more than 50% of net monthly pay is transferable on the 15th.

Additionally, teachers may individually elect to have a percentage of their monthly salary deducted to be deposited with the Tax Sheltered Annuity Carrier, designated by the Colts Neck Township Education Association and approved by the Board of Education, prior to the 15th of each month.

3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
4. Teachers having a change in degree qualifications shall receive the appropriate salary guide adjustment on February 1, September 1, or October 1. Adjustment shall be effective on the nearest subsequent February 1, September 1, or October 1 following presentation of documentation of added qualification to the Superintendent.

C. Salary Committee

The Association agrees to the formulation of a committee to study the feasibility of a salary structure for subsequent contracts which would enable the Board to reward outstanding teaching. Recommendations of this committee shall not be binding on either the Board or the Association. The structure and ground rules shall be a part of this settlement.

1. The number of teachers on the committee would be equal to the sum of all non-teachers on the committee.
2. All teacher members would be appointed by the Association.
3. All expenses incurred would be fully paid by the Board.
4. Teacher-members would be included in all sessions of this committee.
5. Teacher-members would be granted release time in order to attend workshops, seminars, and visitations which may be held during the school day.

Salary Guide BA

	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
A	28245	29400	30400
B	29400	30945	32300
C	30400	32100	33845
D	31850	33100	35000
E	32900	34550	36000
F	33800	35600	37450
G	34800	36500	38500
H	35650	37500	39400
I	36675	38350	40400
J	38000	39375	41250
K	39408	40700	42275
L	41082	42108	43600
M	41990	43782	45008
N	43464	44690	46682
O	45292	46164	47590
P	47459	47992	49064
Q	49283	50159	50892
R	51468	51983	53059
S	53752	54168	54883
S1	56677	56452	57068
S2		59377	59352
S3			62277

NOTE: Each employee will advance one step per year
and will receive the following annual increase:

1993/94 = \$2,500

1994/95 = \$2,700

1995/96 = \$2,900

Salary Guide BA+30

	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
A	29400	30900	33600
B	30900	32100	33800
C	31900	33600	35000
D	33350	34600	36500
E	34400	36050	37500
F	35300	37100	38950
G	36300	38000	40000
H	37150	39000	40900
I	38175	39850	41900
J	39500	40875	42750
K	40908	42200	43775
L	42582	43608	45100
M	43490	45282	46508
N	44964	46190	48182
O	46792	47664	49090
P	48959	49492	50564
Q	50783	51659	52392
R	52968	53483	54559
S	55252	55668	56383
S1	58395	57952	58568
S2		61095	60852
S3			63995

NOTE: Each employee will advance one step per year
and will receive the following annual increase:

1993/94 = \$2,500

1994/95 = \$2,700

1995/96 = \$2,900

Salary Guide MA

	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
A	31920	32900	33900
B	32900	34620	35800
C	33900	35600	37520
D	35350	36600	38500
E	36400	38050	39500
F	37300	39100	40950
G	38300	40000	42000
H	39150	41000	42900
I	40175	41850	43900
J	41500	42875	44750
K	42908	44200	45775
L	44582	45608	47100
M	45490	47282	48508
N	46964	48190	50182
O	48792	49664	51090
P	50959	51492	52564
Q	52783	53659	54392
R	54968	55483	56559
S	57252	57668	58383
S1	60666	59952	60568
S2		63366	62852
S3			66266

NOTE: Each employee will advance one step per year and will receive the following annual increase:

1993/94 = \$2,500

1994/95 = \$2,700

1995/96 = \$2,900

Salary Guide MA+30

		<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
10552	A	33400	34900	35900
10553	B	34900	36100	37800
10554	C	35900	37600	39000
10555	D	37350	38600	40500
10556	E	38400	40050	41500
10557	F	39300	41100	42950
10558	G	40300	42000	44000
10559	H	41150	43000	44900
10560	I	42175	43850	45900
10561	J	43500	44875	46750
10562	K	44908	46200	47775
10563	L	46582	47608	49100
10564	M	47490	49282	50508
10565	N	48964	50190	52182
10566	O	50792	51664	53090
10567	P	52959	53492	54564
10568	Q	54783	55659	56392
10569	R	56968	57483	58559
10570	S	59252	59668	60383
10571	S1	62937	61952	62568
10572	S2		65637	64852
10573	S3			68537

NOTE: Each employee will advance one step per year
and will receive the following annual increase:

1993/94 = \$2,500

1994/95 = \$2,700

1995/96 = \$2,900

Salary Guide MA+60

		<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
	A	36120	36900	37900
	B	36900	38820	39800
	C	37900	39600	41720
	D	39350	40600	42500
	E	40400	42050	43500
	F	41300	43100	44950
	G	42300	44000	46000
	H	43150	45000	46900
	I	44175	45850	47900
	J	45500	46875	48750
	K	46908	48200	49775
	L	48582	49608	51100
	M	49490	51282	52508
	N	50964	52190	54182
	O	52792	53664	55090
	P	54959	55492	56564
	Q	56783	57659	58392
	R	58968	59483	60559
	S	61252	61668	62383
	S1	65208	63952	64568
	S2		67908	66852
	S3			70808

NOTE: Each employee will advance one step per year
and will receive the following annual increase:

1993/94 = \$2,500

1994/95 = \$2,700

1995/96 = \$2,900

Salary Guide PHD

			<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
	A		38220	38900	39900
	B		38900	40920	41800
	C		39900	41600	43820
	D		41350	42600	44500
	E		42400	44050	45500
	F		43300	45100	46950
	G		44300	46000	48000
	H		45150	47000	48900
	I		46175	47850	49900
	J		47500	48875	50750
	K		48908	50200	51775
	L		50582	51608	53100
	M		51490	53282	54508
	N		52964	54190	56182
	O		54792	55664	57090
	P		56959	57492	58564
	Q		58783	59659	60392
	R		60968	61483	62559
	S		63252	63668	64383
	S1		67479	65952	66568
	S2		70179	68852	
	S3			73079	

NOTE: Each employee will advance one step per year
and will receive the following annual increase:

1993/94 = \$2,500

1994/95 = \$2,700

1995/96 = \$2,900